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FILED

MAR X 5 2007

RICHARD W. WIEKING
CLERK, U.S. DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

10) Case No.: C 03 0101 VRW
11)
12) ANNAMARIA M. a minor, by her Next Friend,
13) ANTIONETTE M., Plaintiff,) MINOR'S COMPROMISE OF
14) vs) DISPUTED CLAIM AND ORDER
15) NAPA VALLEY UNIFIED SCHOOL DISTRICT,) THEREON
16) GERARDO M. (No relation), a minor; OSCAR)
17) S., a minor; Does 1-100,)
18) Defendants.)
19)
20)

21 REQUEST FOR COURT'S APPROVAL OF MINOR'S COMPROMISE:

- 22 1. ANNAMARIA M. a minor, by her Next Friend, ANTIONETTE M., her mother, is a
23 plaintiff in the above entitled action and makes this request.
24

25 2. ANTIONETTE M. is not a party to this action.
26

27 3. ANTIONETTE M. is not a claimant against the recovery in this action.
4. The claim of the minor is the subject of this pending action that will be compromised

- 1 without a trial in this court on the merits of the claim.
- 2 5. The incident occurred as averred in the Fourth Amended complaint on file in this matter.
- 3 6. The minor has suffered psychological harm as a result of the sexual harassment she
- 4 experienced while enrolled in school at the Napa Valley Unified School District facility
- 5 known as Redwood Middle School.
- 6 7. The minor was treated at the North Bay Regional Center.
- 7 8. The minor has incurred the no direct expenses concerning her medical care where
- 8 reimbursement is sought by the provider.
- 9 9. The minor was represented by Seth L. Goldstein, SBN 176882, of the Law Offices of Seth
- 10 L. Goldstein, 2100 Garden Road, Suite H-8, Monterey, Ca. 93940, 831 372 9511.
- 11 10. The attorney was retained by the minor's Next Friend and has no relation or affiliation with
- 12 the defendants in this case or their insurance company.
- 13 11. The attorney has not received any fees or cost reimbursements in this case from anyone
- 14 other than the plaintiff's family.
- 15 12. The attorney does not expect to receive any fees or other compensation other than that
- 16 requested in this compromise document.
- 17 13. The attorney has no agreement or obligation to the minor's Next Friend concerning the
- 18 services rendered in this matter.
- 19 14. By way of the settlement, Defendant Napa Valley Unified School District, has offered to
- 20 pay the minor \$22,500.00, and the minor's Next Friend has accepted the offer.
- 21 15. The terms of the payment are that the Defendant shall pay the settlement amount in one,
- 22 lump sum, payment. A copy of the settlement is attached as Exhibit A.
- 23 16. There are no damage payments to others.
- 24
- 25
- 26
- 27
- 28

- 1 17. The Court is requested to approve \$5,625.00 to be paid to the attorney as and for attorney's
2 fees, and \$ 3,038.54, in expenses, a schedule of said expenses is attached hereto as Exhibit
3
4 B.
5
6 18. The balance of the proceeds of the proposed settlement remaining for the claimant after
7 payment of all requested fees and expenses is \$ 13,836.46.
8
9 19. The balance of the proceeds of the proposed settlement will be paid to the minor's Next
10 Friend, to be deposited in an account by her mother on the minor's behalf.
11
12 20. Summary:

Gross Amount of Proceeds: \$22,500.00

Attorney's Fees to be paid: \$ 5,625.00

Expenses: \$ 3,038.54

Total fees and Expenses: \$ 8,663.54 (\$ 8,663.54)

Balance proceeds to claimant: \$ 13,836.46

17. Through plaintiff's counsel, the minor's Next Friend has made a careful and diligent inquiry
18. and investigation to ascertain the facts relating to the incident in which the claimant was
19. injured; the responsibility for the incident; and the nature, extent, and seriousness of the
20. claimant's injuries. Petitioner fully understands that if the compromise proposed in this
21. request is approved by the court and is consummated, the claimant will be forever barred
22. from seeking any further recovery of compensation even though the claimant's injuries may
23. in the future appear to be more serious than they are now thought to be.
24.
25. The minor's Next Friend recommends the compromise settlement as being fair, reasonable,
26. and in the best interest of the claimant and requests that the court approve this compromise
27. settlement and make such other and further orders as may be just and reasonable.

1 Dated: February 13, 2007


Antionette [REDACTED]

2
3 The Court finds:

4
5 The proposed compromise of a disputed claim of a minor in this pending action as described
6 herein is granted. The proposed disposition of the proceeds of the proposed settlement is approved.

7 The gross value of the settlement is \$22,500.00.

8 The payer shall disburse the proceeds to Seth L. Goldstein, attorney for the minor, who will
9 disburse \$5,625.00 in attorney's fees, payable to the Law Offices of Seth L. Goldstein. Other
10 reimbursement for expenses in the amount of \$3,038.54 shall be paid to the Law Offices of Seth L.
11 Goldstein.

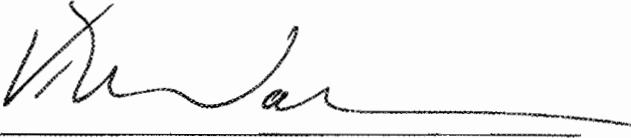
12
13 The balance of the proceeds in the amount of \$ 13,836.46 shall be paid to the minor's next
14 friend, her mother, to be deposited in a bank account on behalf of the minor.

15 The minor's Next Friend is authorized to execute all settlement documents on the minor's
16 behalf.

17 Upon receipt of the full amount of the settlement sum approved by this order and the deposit
18 of funds, the minor's Next Friend is authorized and directed to execute and deliver to the payer a full,
19 complete, and final release and discharge of any and all claims and demands of the claimant by
20 reason of the accident or incident described in the petition and the resultant injuries to the claimant
21 and a properly executed dismissal with prejudice.

22
23 A copy of this order shall be served on the payer forthwith.

24
25 **IT IS SO ORDERED.**



26
27 Chief Judge Vaughn R. Walker

28

RELEASE

FOR AND IN CONSIDERATION of a valid draft in the amount of TWENTY-TWO THOUSAND FIVE HUNDRED DOLLARS AND NO/100's (\$22,500.00), made payable to plaintiff ANNAMARIA [REDACTED] a Minor, and her attorneys of record, the law office of Seth L. Goldstein, the undersigned hereby releases and forever discharges defendants NAPA VALLEY UNIFIED SCHOOL DISTRICT, DAVID BROWN, RON GOLDBERG, KAREN CHASE, KATHLEEN KERNBERGER, MARY MYERS and KATHLEEN DAUGHERTY, and their insurance carriers, and all other persons liable under contract and tortfeasors in accordance with California Code of Civil Procedure §877, from any and all personal injury or related damage claims, demands, actions or causes of action known or unknown, including all negligence, injuries and deaths, arising out of or in any way connected with or resulting from the allegations in the Complaint on file herein.

FURTHER, in consideration of said draft and as further consideration for this Release and settlement, the undersigned agrees, represents and warrants as follows:

1. The undersigned understands the liability for said claims are disputed by the parties herein released and this Release is a compromise and shall not be construed as an admission of liability.
2. This is a full and final release applying to all unknown and unanticipated claims or damages arising out of said incident, as well as, to those now known or disclosed, and the undersigned waives all rights or benefits which the undersigned now has or in the future may have under the terms of State of California Civil Code §1542. Incorporated within this Release is a specific sum paid in consideration for release of any rights which may inure to the undersigned pursuant to that section, which states:

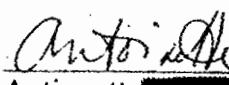
A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

3. The undersigned agrees to submit for approval a Petition for the Approval of a Minor's Compromise for the approval of the within settlement, for plaintiff ANNAMARIA ██████████ This Release is dependent upon an Order of said Court approving and authorizing the settlement of said minor's claims against the named releasees and authorizing, upon the payment of consideration recited above, the execution of this Release, as to any and all claims arising from the incident referenced above.
4. The undersigned further certifies and covenants that all of the terms of said Order, including those respecting disposition of the proceeds of the minor settlement, will be complied with and further covenant that no claim or action will be made in the future or filed by said minor or by anyone on said minor's behalf for any injury or damages to said minor that may have resulted from said incidents, or may in the future result therefrom, and that will hold the within named releasees, and each of them, harmless from any such claim or action that may hereafter be made or filed as a result of, or based on any such injury or damage.
5. The undersigned was not in the course and scope of employment, by any person, firm or corporation at the time of said incident, and has neither asserted nor collected upon nor will assert any claim under any Worker's Compensation law.
6. The undersigned abandons and dismisses with prejudice all causes of action growing out of this incident, including United States District Court, Northern District of California, Civil Action No. C03-0101 VRW, Annamarie M., a minor, by her Next Friend, Antionette M. v. Napa Valley Unified School District; David

Brown; Kathleen Kernberger; Mary Myers; Kathleen Daugherty; Gerardo M., a minor; Oscar S., a minor.

7. The undersigned will indemnify and save harmless the respective parties herein released from any loss, claim, expense, liens, including any medical liens and all attorney liens, demands or cause of actions of any kind or character through the assertion by any stranger hereto of a claim or claims connected with the subject matter of this Release, and from any loss incurred directly or indirectly by reason of the falsity or inaccuracy of any representation herein by the undersigned.
8. This Release contains the entire agreement between the parties hereto. The terms of this Release are contractual and not a mere recital. This Release is executed without reliance upon any representation by any person concerning the nature or extent of injuries or legal liability therefore, and the undersigned has carefully read and understands the contents of this Release.
9. The undersigned hereby authorizes the releasees to issue a draft in the sum of TWENTY-TWO THOUSAND, FIVE HUNDRED DOLLARS AND NO/100's, (\$22,500.00), heretofore mentioned in this Release, payable to the undersigned and to her attorneys, the law office of Seth Goldstein, and does hereby consent to and authorizes the delivery of said draft to said attorneys.

Dated: 1-22-07


Antionette [REDACTED] Mother/Guardian on behalf of
plaintiff ANNAMARIA [REDACTED] a minor

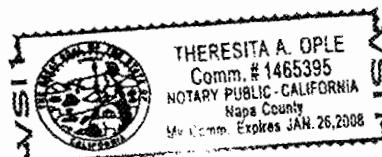
ACKNOWLEDGMENT

STATE OF CALIFORNIA)
 COUNTY OF Napa) ss.
)

On Jan. 22, 2007, 2006 before me, THERESITA OPLE, a Notary Public in and for the State of California, personally appeared Antionette Molina personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Theresita G. Ople
Signature

**ATTORNEY'S CERTIFICATE**

The foregoing Release was executed under my direction and advice, and it was explained to the aforementioned party that the Release included unknown and unanticipated damages, as well as, injuries already known to said party and said party acknowledged that she understood that this Release included unknown and unanticipated injuries and damages.

LAW OFFICE OF SETH L. GOLDSTEIN

Dated: JAN 28, 2007

By

Seth L. Goldstein, Esq.
Attorneys for Plaintiff
ANNAMARIA MOLINA, a minor